

**Agreement Between the State of New York
and United University Professions**

July 2, 2007 – July 1, 2011

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ARTICLE 30

Appointment, Evaluation and Promotion

§30.1 Appointments

Appointments of employees shall be made in accordance with Article XI of the Policies. After three consecutive years of full-time service on the basis of a temporary appointment, a full-time employee whose employment is continued on the basis of a temporary appointment shall be given the reasons for such appointment. The appropriate remedy for failure to receive such reasons shall be to have them provided.

§30.2 Evaluation and Promotion

- a. Evaluation and promotion of employees shall be made in accordance with Article XII of the Policies.
- b. Subject to provisions of this Agreement, the system of evaluation for professional employees shall be as specified in the Memorandum of Understanding dated September 30, 1981, between the University and UUP relating to a system of evaluation for professional employees, and the system of promotion for professional employees shall be as specified in the Memorandum of Understanding dated August 8, 1989, between the University and UUP relating to a system of promotion for professional employees. Such Memoranda of Understanding shall be statements of mutual intentions and shall not constitute agreements under Article 14 of the Civil Service Law or for any other purpose.

§30.3 The procedural steps of the Policies involving matters of appointment, evaluation or promotion of employees shall be subject to review in accordance with provisions of Article 7, Grievance Procedure. The procedural steps of the Policies regarding evaluation of professional employees are included in Appendix A-13.

§30.4 a. All employees shall, upon appointment, receive a notice of appointment or reappointment containing the following information:

1. Academic or professional rank, if applicable, and official State title;
2. Type of appointment, i.e., Term, Continuing, Permanent or Temporary;
3. Duration of appointment if a term, or expected duration if a temporary appointment;
4. Basic annual salary, if appropriate, or rate of compensation; and
5. Effective date of appointment.

b. In addition, part-time employees shall receive an appointment letter which includes the following information on required assignments if applicable:

1. Teaching;
2. Advisement and/or governance; and

3. Research and/or community service.

c. In addition, part-time employees shall receive an appointment letter which identifies the benefits for which they are eligible:

1. Health;
2. Leave; and
3. Other (specify).

ARTICLE 32

Notice of Non-Renewal

§32.1 Written notice that a term appointment is not to be renewed upon expiration is to be given to the employee by the College President, or designee, not less than

- a. 45 calendar days prior to the end of a part-time service term appointment;
- b. Three months prior to the end of a term expiring at the end of an appointee's first year of uninterrupted service within the University. For such employees serving on the basis of an academic year professional obligation and academic employees at the Empire State College whose terms end in June, July or August, notice shall be given no later than March 31.
- c. Six months prior to the end of a term expiring after the completion of one, but not more than two years of an appointee's uninterrupted service within the University. For such employees serving on the basis of an academic year professional obligation and academic employees at the Empire State College whose terms end in June, July or August, notice shall be given no later than December 15;
- d. Twelve months prior to the expiration of a term after two or more years of uninterrupted service within the University.
- e. Notwithstanding the above provisions, full-time employees with titles in Appendix B-1 and B-2 of Article XI of the Policies of the Board of Trustees shall receive not less than six months' notice prior to the expiration of a term appointment.

§32.2 Employees who intend to leave the employ of the University shall give 30 days' notice to the President or designee. In the event an employee fails to provide the full 30 days notice, it shall be within the discretion of the President or designee to withhold from such employee's final check an amount equal to the employee's daily rate of pay for each day less than the required 30 days. Such action shall not constitute discipline.

§32.3 In the event the University elects to terminate a term appointment before the expiration of the term, the University will pay such employee's balance of salary for up to the maximum of the time remaining on the term appointment at the time of such termination.

ARTICLE 33

Job Security Review Procedures

§33.1 Definitions

- a. “Professional staff” shall mean all persons occupying positions designated by the Chancellor as being in the unclassified service.
- b. “Initial academic review” shall mean a review and recommendation by a committee of academic employees at the departmental level or, in the event academic employees are not organized along departmental lines, at the division, school, college or other academic employee organizational level next higher than the departmental level, which may exist for the purpose of evaluating an academic employee for continuing appointment.
- c. “Subsequent academic review” shall mean a review and recommendation by a committee of academic employees at the division, school, college or other academic employee organizational level next higher than the initial academic review committee which may exist for the purpose of evaluating an academic employee for continuing appointment.
- d. “Immediate supervisor” shall mean the person designated by the College President for purposes of evaluating a professional employee pursuant to the Policies of the Board of Trustees.
- e. “Working days” shall mean Monday through Friday, excluding holidays.

§33.2 Request for Reasons

An academic or professional employee, within 10 working days following receipt of written notice that the employee’s term appointment will not be renewed upon its expiration, further employment following which expiration would be required by the Policies of the Board of Trustees to be on the basis of continuing or permanent appointment, as the case may be, may submit to the College President, in writing, a request that the employee be apprised of the reasons for the notice of non-renewal.

§33.3 Response of College President

Within 10 working days following receipt by the College President of the employee’s request pursuant to Section 33.2 of this Article, the College President shall respond thereto in writing. Such response shall be as follows:

- a. Academic Employees.
 1. Where the initial academic review committee has recommended that the employee not be granted continuing appointment, the College President shall indicate that the notice of nonrenewal was provided in conformity with the recommendation of such committee and the employee shall receive no further consideration of the non-renewal of the term appointment.
 2. Where the initial academic review committee has recommended that the employee be granted continuing appointment and the subsequent academic review committee, if any, has not so recommended, the College President shall indicate the reasons for the notice of non-renewal and the employee shall receive no further consideration of the non-renewal of the term appointment.
 3. Where the initial academic review committee has recommended that the employee be granted continuing appointment and a subsequent academic review committee, if any, has

recommended that the employee be granted continuing appointment, the College President shall indicate the reasons for the notice of non-renewal and shall inform the employee of the right to a review.

b. Professional Employees.

1. Where the employee's immediate supervisor has recommended that the employee not be granted permanent appointment, the College President shall indicate that the notice of nonrenewal was provided in conformity with the recommendation of the appropriate member of the professional staff and the employee shall receive no further consideration of the non-renewal of the term appointment; provided, however, where, throughout the employee's employment, each of the employee's formal, written evaluation reports prepared in accordance with provisions of Article XII, Title C, Section 4 of the Policies have characterized the employee's performance as "satisfactory" and the employee's immediate supervisor has recommended that the employee not be granted permanent appointment, the College President shall indicate the reasons for the notice of non-renewal and shall inform the employee of the right to a review.
2. Where the employee's immediate supervisor has recommended that the employee be granted permanent appointment, the College President shall indicate the reasons for the notice of non-renewal and shall inform the employee of the right to a review.

§33.4 Procedure for Review

- a. Within 10 working days following receipt by an employee of notification, in writing, by the College President of the right to a review of the reasons for non-renewal, such employee may submit to the Chancellor a request, in writing, that the Chancellor, or designee, review the reasons for such notice of non-renewal.
- b. Within 10 working days following receipt by the Chancellor of the employee's request for review submitted pursuant to subdivision (a) of this Section, the Chancellor, or designee, shall acknowledge the employee's request and shall notify both the employee and the College President that a review of the matter shall take place by an ad hoc tripartite committee of members of the professional staff at the employee's campus, to be known as the Chancellor's Advisory Committee.
- c. Within 10 working days following their receipt of the communication of the Chancellor, or designee, referred to in subdivision (b) of this Section, the College President and the employee each shall designate, in writing, a member of the professional staff of the College to serve on the Chancellor's Advisory Committee. Copies of the respective designations shall be provided to the employee, the College President and the Chancellor as appropriate.
- d. Within 5 working days of their designation, the two members of the Chancellor's Advisory Committee shall designate, in writing, a third member from among a panel of members of the professional staff at the employee's College to be determined in accordance with provisions of Section 33.5 of this Article. Upon designation of the third member, who shall be Chairperson, the Chancellor's Advisory Committee shall be deemed to be fully constituted. Copies of the Chairperson's designation shall be provided to the employee, the College President and the Chancellor. In the event the two members of the Chancellor's Advisory Committee cannot mutually agree upon a Chairperson, selection of the Chairperson shall be accomplished by alternately striking names from the College Panel until one name remains. The right of first choice to strike shall be determined by lot.
- e. Within 5 working days following the designation of the Chairperson, the Chancellor's Advisory Committee shall convene to review the reasons upon which the employee was provided written

notice that the term appointment would not be renewed upon its expiration. The scope of the review conducted by the Chancellor's Advisory Committee shall not exceed the following:

1. Where the reasons for the notice of non-renewal were the employee's performance or competence, the Chancellor's Advisory Committee may review the substance of the judgments relating to such performance or competence.
 2. Where the reasons for the notice of non-renewal involved matters of program, the review conducted by the Chancellor's Advisory Committee shall be limited to the sole question of whether the notice of non-renewal was in fact based upon such considerations when issued. The Chancellor's Advisory Committee shall not be empowered to determine the correctness of determinations of the College President involving matters other than the employee's performance or competence, but shall satisfy itself that the matters of program were the reasons for the decision and shall so state to the Chancellor.
- f. The Chancellor's Advisory Committee shall conclude its review within 45 calendar days following the designation of the Chairperson. Within 5 working days following conclusion of this review, the Chancellor's Advisory Committee shall forward its recommendations, in writing, to the Chancellor.
- g. Following receipt of the Committee's recommendations, the Chancellor, pursuant to the Policies of the Board of Trustees, shall, within 60 calendar days, take such action as may, in the Chancellor's judgment, be appropriate and shall notify, in writing, the employee, the Committee, and the College President.
- h. If a majority of the members of the Chancellor's Advisory Committee recommend in favor of according continuing or permanent appointment, and the Chancellor does not award continuing or permanent appointment, then, in the final year following the notice of non-renewal, the College President shall either:
1. Reconsider the non-renewal action in light of the recommendations of the Chancellor's Advisory Committee and take such action as may, in the College President's judgment, be appropriate and shall notify, in writing, the employee, the Committee, and the Chancellor of the result; or
 2. May offer the employee a designated leave. Such designated leave may be granted by the Chancellor, or designee, pursuant to this Section at full salary or reduced salary. A designated leave granted pursuant to this Section may be for any period, but shall in any event cease upon the termination date contained in the written notice of non-renewal. The employee's election to accept such offer must be in writing and is final and binding and may not thereafter be withdrawn. This subdivision shall not operate to change the effective date of non-renewal or result in any additional review under this Article.

§33.5 College Panel

The Chairperson of any ad hoc tripartite Chancellor's Advisory Committee shall be selected from a panel of members of the professional staff at an employee's college determined by mutual agreement of the College President and UUP Chapter President. Such panel shall consist of an odd number, not less than nine. In the event the College President and the UUP Chapter President do not agree upon a panel within 90 days from the execution of this Agreement, selection of the panel shall be completed by the Director of Employee Relations, or designee, and the UUP President, or designee.

APPENDIX A-28

Memoranda of Understanding Between State University of New York and United University Professions Relating to Systems of Evaluation and Promotion for Professional Employees Revised 1989

Agreement Between the Executive Branch of the State of New York and United University Professions Relating to a System of Evaluation for Professional Employees in the State University of New York

Pursuant to Article 30 of the 1979-82 collective agreement between the State of New York and United University Professions, the 1972 memorandum of understanding between the State University and the Senate Professional Association (predecessor in interest to UUP) will be revised to incorporate changes in the system made after consideration of recommendations submitted to the State and UUP by a joint study committee. The study committee was created pursuant to Article 30.2(c) of the Agreement to review and make recommendations with respect to evaluation and promotion of professional employees.

The memorandum of understanding between SUNY and UUP shall be a statement of mutual intention and shall not constitute an agreement under Article 14 of the Civil Service Law or for any other purpose. Accordingly, the terms and application of such memorandum of understanding shall not be subject to grievance and arbitration. However, in accordance with Article 30.3 of the Agreement, the procedural steps of the Policies of the Board of Trustees involving matters of appointment, evaluation and/or promotion of employees shall remain unchanged and therefore subject to review in accordance with the provisions of Article 7, Grievance Procedure, of the Agreement.

The terms of the memorandum of understanding between SUNY and UUP referred to above shall be implemented by directives from the Chancellor of the State University to the College Presidents.

A copy of the memorandum of understanding between SUNY and UUP is attached hereto for identification as Appendix A.

EXECUTIVE BRANCH OF THE STATE OF NEW YORK

s/Meyer S. Frucher
Director of Employee Relations

s/Thomas F. Hartnett
Deputy Director of Employee Relations

s/Nancy L. Hodes
Assistant Director of Employee Relations

UNITED UNIVERSITY PROFESSIONS

s/Samuel J. Wakshull
President

s/Evelyn L. Hartman
Executive Director

Memorandum of Understanding Between The State University of New York and United University Professions Relating to a System of Evaluation for Professional Employees

I. Evaluation Policy

It shall be the policy of the University to evaluate the performance of all professional employees in the Professional Services Negotiating Unit as hereinafter provided.

II. Definitions

- A. The following terms shall be defined as provided in Article 4 of the Agreement between the State of New York and United University Professions: "University," "professional employee," "college president," "college."
- B. "Professional position" shall mean a position in the Professional Services Negotiating Unit other than a position of academic or qualified academic rank.
- C. "Immediate supervisor" shall mean the person so designated by the college president for the purposes herein.
- D. "Employment status" shall include but not be limited to personnel actions involving appointments, promotion, transfer, reassignment, discretionary salary increase.

III. Purposes of Evaluation

- A. The performance of each professional employee shall be evaluated in order to:
 - (1) provide the college president with consultation in making a decision to renew or nonrenew a professional employee's appointment;
 - (2) provide a base for performance improvement;
 - (3) serve as a guide to reevaluate job functions;
 - (4) provide the college president with consultation in a decision as to promotions and discretionary salary increases;
 - (5) provide a basis for career growth.

IV. Implementation of Evaluation System

- A. This memorandum of understanding shall be implemented as of September 30, 1981.

V. Evaluation Procedure

- A. Evaluation is a continuing process carried out on a daily basis. A formal evaluation should be the expression of this ongoing process.

- (1) Responsibility

Upon initial appointment, the college president or designee shall give written notice to each new professional employee of the person designated as the immediate supervisor. Each immediate supervisor shall be responsible for evaluating the performance of professional employees who work at the supervisor's direction. Such performance evaluations shall be conducted for the purposes described in Section III above and at regular intervals as specified below.

Upon written request of the professional employee to the college president, the college president or designee shall provide written notice to the employee of the person who has been designated as the employee's immediate supervisor.

The college president or designee shall provide written notice of any change in the immediate supervisor within 30 calendar days of the change.

(2) Frequency

- (a) The immediate supervisor of a new professional employee shall consult with such new employee concerning a performance program and the system of evaluation within the first month of the initial appointment. The performance program shall be established within 15 working days from the date of consultation.
- (b) The performance of each professional employee, without regard to employment status, shall be formally evaluated in writing by the immediate supervisor once each year during the length of the employee's appointment, and as changing conditions warrant, except where the employee is serving his or her final year of University service.
- (c) If, as part of the informal ongoing evaluation process, the immediate supervisor identifies a continuing need for improvement in the employee's performance, it is the responsibility of the immediate supervisor to discuss this with the employee without delay, and with specific suggestions for improvement.

(3) Initial Consultation

The evaluation process shall begin with a discussion between the immediate supervisor and professional employee concerning the following:

- (a) The nature of the professional employee's duties and responsibilities;
- (b) Supervisory relationships;
- (c) Functional relationships;
- (d) Immediate and long-term objectives;
- (e) Criteria for evaluating achievement of objectives.

(4) Determination of Objectives and Criteria

Consistent with the professional employee's duties and responsibilities, as well as the employee's role in contributing to the aims of the University, the immediate supervisor, after consultation with the professional employee, shall determine the objectives to be achieved during the evaluation period. Appropriate criteria for evaluating the degree to which objectives are met shall be determined in the same fashion.

As they relate to the particular duties, responsibilities, and objectives to which the professional employee is assigned, the following criteria, where applicable, should be among those on which the evaluation is based:

- (a) Effectiveness in performance - as demonstrated, for example, by success in carrying out assigned duties and responsibilities, efficiency, productivity and relationship with colleagues.
- (b) Mastery of specialization - as demonstrated, for example, by degrees, licenses, honors, awards, and reputation in professional field.

- (c) Professional ability - as demonstrated, for example, by invention or innovation in professional, scientific, administrative, or technical areas; i.e., development or refinement of programs, methods, procedures, or apparatus.
- (d) Effectiveness in University service - as demonstrated, for example, by such things as successful committee work, participation in local campus and University governance, and involvement in campus-related or University-related student or community activities.
- (e) Continuing growth - as demonstrated, for example, by continuing education, participation in professional organizations, enrollment in training programs, research, improved job performance and increased duties and responsibilities. The foregoing criteria and examples thereof are presented for descriptive and explanatory purposes only and are in no way intended to be all inclusive or to limit the immediate supervisor in the selection of appropriate criteria for evaluation.

(5) Consultation with Secondary Sources

- (a) Secondary sources are agencies, offices, or individuals which will be involved with the performance of the employee and may affect the employee's ability to achieve the stated objectives.
- (b) The immediate supervisor, after consultation with the professional employee, shall identify in the written performance program the secondary sources to be consulted as part of the evaluation process and the relationship between each secondary source and the professional employee.

(6) Performance Program

- (a) The results of discussions with the professional employee, in accordance with provisions of (3) through (5) above, shall be reduced to writing by the immediate supervisor and shall constitute the performance program on which formal evaluation for the ensuing evaluation period will be based.
- (b) Copies of this program, signed and dated by the professional employee and the immediate supervisor, shall be distributed to the professional employee and the evaluator's supervisor, and a copy shall be placed in the professional employee's personnel file. If the supervisor and the employee do not concur on the performance program, the employee has the right to attach a statement to the performance program within 10 working days from receipt.

(7) Modification of the Performance Program

As circumstances warrant, the immediate supervisor and the professional employee shall meet to review the appropriateness of elements of the performance program. Modifications in the performance program by the immediate supervisor shall be specified in writing commensurate with provisions of (3) through (6) above.

(8) Formal Evaluation

- (a) Formal evaluation shall be based upon the professional employee's performance program, modified as appropriate to reflect changed circumstances.
- (b) The immediate supervisor shall prepare a preliminary evaluation report and a new performance program. All evaluations shall include a summary of information from the

secondary sources identified in the performance program. Commendable performance and/or areas in need of improvement may be identified. The preliminary report shall include a summary characterization of such employee's performance as "satisfactory" or "unsatisfactory." When appropriate, the report shall contain recommendations relating to: renewal or non-renewal of the professional employee's appointment; promotion; discretionary salary increase; or other actions affecting the employment status of the professional employee. In any event, the employee shall receive the recommendation made by the immediate supervisor pertaining to reappointment no later than 45 calendar days prior to the date upon which notice of non-renewal is due.

- (c) The immediate supervisor and the professional employee shall meet to discuss the preliminary evaluation and a new performance program. The extent to which information from secondary sources has influenced the evaluation report shall be reviewed with the employee during this discussion. If an evaluation is characterized as "unsatisfactory," the basis for this characterization shall also be a part of this discussion.
- (d) Commensurate with the provisions of (3) through (7) above and prior to concluding the discussion, the immediate supervisor and the professional employee shall discuss a new performance program.
- (e) Based upon the evaluation of the professional employee in relation to such employee's performance program and based upon information obtained during discussion with such employee in accordance with (b) through (d) above, the immediate supervisor shall prepare a final written evaluation report which shall include a summary characterization of such employee's performance, any appropriate recommendations, and to which a new performance program shall be attached.
- (f) The employee's signature on the final evaluation report signifies only that the employee has received and discussed it with the immediate supervisor, and does not represent agreement or disagreement with the evaluation.

(9) Disposition of Final Evaluation Report

- (a) The immediate supervisor shall provide the professional employee with a dated copy of the final evaluation report as soon after completion of the evaluation process as practicable, but not less than forty-five (45) calendar days prior to the notification date for non-renewal of a term appointment for a professional employee serving on such appointment. The original written, dated and signed evaluation report shall be placed in the professional employee's personnel file, a copy of which shall be forwarded to the evaluator's supervisor.
- (b) A professional employee who seeks a review of a final evaluation report characterized as "unsatisfactory" must inform in writing the immediate supervisor, the Chair of the Committee on Professional Evaluation, and the college president or designee within ten (10) working days of receipt of the report. Upon being notified that the professional employee is requesting a review, the immediate supervisor shall, within five (5) working days, provide the Chair of the Committee on Professional Evaluation a dated copy of the final evaluation report.
- (c) If the final evaluation report contains recommendations affecting a professional employee's employment status or is to be reviewed by the Committee on Professional Evaluation, it shall be sent to the college president or designee.
- (d) If the final evaluation report sent to the college president is not to be reviewed by the Committee on Professional Evaluation, the college president shall take such action as is

deemed appropriate with respect to recommendations contained in such report. Otherwise, action shall be delayed until the Committee on Professional Evaluation has completed its review and submitted its recommendations to the college president or designee; however, failure of the Committee to initiate and complete a timely review shall not prevent the college president from acting upon recommendations in the final evaluation report to conform with notice requirements in event of non-renewal of term appointments.

VI. College Committee on Professional

Evaluation

- A. Within thirty (30) calendar days after execution of the 1981 revised Memorandum of Understanding between the State University and United University Professions relating to a system of evaluation, a five-person Committee on Professional Evaluation shall be formed at each college.

The Committee shall consist of three (3) professional employees serving in positions in the negotiating unit at each college, elected at large by all of the professional employees in the negotiating unit at the college in accordance with procedures developed and implemented by the UUP chapter president. The remaining members shall be selected by the college president. The chair shall be selected by the Committee from among its members.

In the event of a resignation or the inability of a member to serve, that member shall be replaced within thirty (30) calendar days pursuant to the procedures outlined in A above.

During the period September 1 to September 30 of each year, the UUP chapter president, at his or her discretion, may choose to replace any or all members of the committee elected at large by the professional employees in the negotiating unit and cause a new election to be held pursuant to the above procedures to fill the vacancy or vacancies created. Additionally, during the same period each year, the college president, in his or her discretion, may choose to replace any or all members he or she has selected to serve on the Committee, and select a new member or members to fill the vacancy or vacancies created. The newly established Committee will commence service on October 1.

B. Process of Review

- (1) The Committee on Professional Evaluation established pursuant to Section VI. A. shall, upon the timely request of a professional employee, review a final evaluation report characterized as “unsatisfactory.”
- (2) Committee review shall address both the procedures and substance of the unsatisfactory evaluation.
- (3) As part of its review, the Committee at its discretion:
 - (a) shall have access to all previous formal evaluations of the professional employee concerned;
 - (b) may request and consider any additional comments by either the immediate supervisor or the professional employee;
 - (c) may request information pertinent to the review from secondary sources;
 - (d) may request that the immediate supervisor and/or the appellant meet with the Committee and respond to inquiries;

- (e) shall be free to call upon any other individual whom they believe has information relative to the evaluation. All individuals shall be encouraged to cooperate with the Committee if so requested.

C. Disposition of Committee Report

The Committee shall complete the written recommendations within twenty-five (25) working days from the date of appeal, with copies to the professional employee, the immediate supervisor, the evaluator's supervisor and the college president. Within ten (10) working days of the issuance of the report, the college president shall take such action as he or she deems appropriate and shall give written notice of such action to the professional employee, the immediate supervisor, the evaluator's supervisor and the Committee on Professional Evaluation. September 30, 1981

STATE UNIVERSITY OF NEW YORK

s/Clifton R. Wharton, Jr., Chancellor
s/John Cummings, SUNY Binghamton
s/Heidi Mahoney, SUC Buffalo
s/Ronald Satryb, SUC Geneseo
s/Lee Yasumura, SUNY Stony Brook

UNITED UNIVERSITY PROFESSIONS

s/Samuel J. Wakshull, President
s/Evelyn L. Hartman, Executive Director
s/Charles Hansen, Vice President for Professionals, SUNY Stony Brook
s/Richard Allen, SUC Buffalo
s/Henry Geerken, SUATC Cobleskill
s/Ruth Knight, Upstate Medical Center

Memorandum of Understanding Between The State University of New York and United University Professions Relating to a System of Promotion and Certain Salary Increases for Professional Employees

I. Promotion Policy

It shall be the policy of the University to give consideration for promotion to all professional employees in the Professional Services Negotiating Unit and to permit the promotion of any such professional employee as hereinafter provided.

II. Definitions

- A. The following terms shall be defined as provided in Article 4 of the collective bargaining Agreement between the State of New York and the United University Professions: "University," "professional employee," "college president," "college."
- B. "Professional position" or "position" shall mean a position in the Professional Services Negotiating Unit other than a position of academic or qualified academic rank.
- C. "Promotion" shall mean an increase in a professional employee's basic annual salary accompanied by movement to a higher salary level with a change in title:
 - (1) resulting from a permanent significant increase or change in the employee's duties and responsibilities as a consequence of movement from one position to another of greater scope and complexity of function at the same or different campus; or

- (2) resulting from a permanent significant increase in the employee's duties and responsibilities as a consequence of a permanent increase in the scope and complexity of function of the employee's position.

The criteria to be used in considering an employee for promotion shall be those defined in Section III, Paragraph D.

III. System of Promotion

A. Professional Ranks

The University shall establish six salary levels designated 1, 2, 3, 4, 5 and 6.

B. University Review Board

The University shall maintain a University Review Board to review appeals in accordance with appropriate provisions of Paragraph E (2) below from decisions of the college president not to make promotions of the type defined in Section II, Paragraph C(2).

C. College Review Panel

Each college president shall continue the procedure by which the professional employees shall elect a College Review Panel. Such Panel shall consist of not less than five (5) nor more than seven (7) members elected at large by all professional employees in the negotiating unit.

The Panel shall:

- (1) review applications for promotions of the type defined in Section II, Paragraph C(2) and make decisions and recommendations with respect to such applications in accordance with appropriate provisions of Paragraph E(2); and
- (2) review applications for salary increases resulting from a permanent and significant increase in duties and responsibilities which are not accompanied by a change in title or rank.

D. Criteria for Promotion

- (1) The criteria to be used in considering an employee for promotion shall be those which relate to the particular type of duties and responsibilities for which the employee is being considered; for example:
 - (a) Effectiveness in performance - as demonstrated, for example, by success in carrying out assigned duties and responsibilities, efficiency, productivity, and relationship with colleagues. In the case of University professional employees, satisfactory supervisory evaluations of a professional employee's performance at the present level of duties and responsibilities shall be considered. Additionally, supervisory comments on such evaluation regarding the professional employee's projected capabilities to function at an increased level of responsibility shall also be considered.
 - (b) Mastery of specialization - as demonstrated, for example, by degrees, licenses, honors, awards, and reputation in professional field.

- (c) Professional ability - as demonstrated, for example, by invention or innovation in professional, scientific, administrative, or technical areas; i.e., development or refinement of programs, methods, procedures, or apparatus.
- (d) Effectiveness in University service - as demonstrated, for example, by such things as successful committee work, participation in local campus and University governance, and involvement in campus or University-related student or community activities.
- (e) Continuing growth - as demonstrated, for example, by continuing education, participation in professional organizations, enrollment in training programs, and research.

The foregoing criteria and examples thereof are presented for descriptive and explanatory purposes only and are in no way intended to be all inclusive.

E. Method of Promotion

(1) Vacant Position

- (a) Promotions of the type defined in Section II, Paragraph C(1) shall be made as follows:
 - i) Colleges shall notify the University Office of Personnel Services of all present or potential vacancies in positions in the Professional Services Negotiating Unit which are intended to be filled. The University shall announce position vacancies of which it has been notified and shall provide proposed salary ranges, minimum qualifications, and brief descriptions of the positions. The announcements shall also specify information required from applicants for each such position and shall contain time limits for the receipt by the college of applications. All professional employees who file an application with the appropriate college within the specified time limitations shall be considered for the position for which they have applied.
 - ii) The college may elect to conduct personal interviews. In that event the college may select from among all applicants for a position those for whom personal interviews will be arranged. In such cases, all applicants shall be notified whether they have been selected for an interview. Applicants who are not selected for personal interviews will be advised that they will not receive further consideration for promotion to the current vacant position for which they applied.
 - iii) Prior to promoting or appointing the successful applicant the college shall inform all remaining unsuccessful applicants of their nonselection. The college decision shall be final, provided, however, that all promotions or appointments shall be subject to approval in accordance with Policies of the Board of Trustees.
- (b) If, in the judgment of the college president, and pending the completion of the procedures described herein, an emergency exists which requires any such vacant position to be filled immediately, an employee may be offered the position on an interim basis. If the position is filled on a permanent basis by another person, such employee shall return to the employee's previous position without loss of benefits.
- (c) Each college or the University, as the case may be, will make a good faith effort to comply with provisions of (a) above. The failure of any college or of the University, as the case may be, to announce position vacancies or otherwise to follow procedures in (a) above, or the failure of individual professional employees to be made aware of such announcements or to file an application for vacant positions as provided in (a) above shall not affect or operate to invalidate any promotion or appointment to such vacant positions nor shall anything

contained herein be construed to require a college or the University to make promotions or appointments from among professional employees presently employed by the University.

(2) Present Position

- (a) Any employee who meets the criteria defined in Section III, Paragraph D(1) may apply for promotions of the type defined in Section II, Paragraph C(2) provided that the employee first has requested a recommendation for such a promotion from the employee's immediate supervisor and the request has been denied at an organizational level below that of the college president. Application for promotion must be made by completing forms to be provided by the University and submitting them to the College Review Panel.
- (b) The Panel shall review all such applications for promotion. If it determines that the increase or change in duties and responsibilities under consideration does not warrant promotion, the Panel shall notify the employee. Further appeal from such determination of the College Review Panel shall not be permitted.

If the Panel determines that the increase or change in duties and responsibilities under consideration warrants promotion, it shall forward its recommendations to the college president. A copy of such recommendation shall be sent to the applicant.

The decision of the college president shall be rendered within 90 calendar days. Such decisions shall be final, provided, however, that a decision by the college president which is claimed by the applicant to be arbitrary or capricious may be appealed on such basis to the University Review Board by such person in accordance with appropriate provisions stated below. A copy of such appeal shall also be sent to the college president. In the event of such appeal the college president may forward the President's recommendation to the University Review Board. A copy of such recommendation, if any, shall also be sent to the College Review Panel and the applicant.

- (c) In considering appeals from decisions of the college president not to promote which decisions are claimed to be arbitrary and capricious, the University Review Board or its designee shall: review recommendations from the College Review Panel and college president; examine the duties, responsibilities, scope and complexity of the position involved; and determine by appropriate means and standards—which may include but not be limited to tests of internal and external consistency; desk audits; and other commonly accepted review methods—whether promotion is warranted. The University Review Board's decision shall be final.
- (d) Applications for promotion which are disapproved may not be resubmitted for a period of either eighteen (18) months, or until the employee's performance program has been changed, whichever is sooner, following a disapproval by the College Review Panel, by the president—or if an appeal is taken to the University Review Board—by that Board.

IV. Salary Increase

An employee who has been assigned a permanent and significant increase in duties and responsibilities as demonstrated by the employee's performance program may apply for a salary increase provided that the employee first has requested a recommendation for such a salary increase from the employee's immediate supervisor and been denied at an organizational level below that of the college president. Application for a salary increase must be made by completing forms to be provided by the University to which are attached the current performance program and the next most recent performance program and submitting them to the College Review Panel.

The Panel shall review all such applications for salary increase submitted in accord with these guidelines. If it determines that the increase or change in duties and responsibilities under consideration does not warrant a salary increase, the Panel shall notify the employee, college president and immediate supervisor. Further appeal from such determination of the College Review Panel shall not be permitted.

If the Panel determines that the increase or change in duties and responsibilities under consideration warrants a salary increase, it shall forward its recommendations to the college president. A copy of such recommendation shall be sent to the applicant.

The decision to provide a salary increase is within the discretion of the college president and the college president's decision shall be final.

V. Notwithstanding anything contained herein a college president may:

- A. with respect to the type of promotion defined in Section II, Paragraph C(2), promote or recommend for promotion, as the college president's scope of authority permits, any professional employee on the campus; and
- B. make upward adjustments in the salary of individual employees.

August 8, 1989

STATE UNIVERSITY OF NEW YORK

D. Bruce Johnstone, Chancellor
Joyce Yapple Villa, Assistant Vice Chancellor, Employee Relations
Raymond L. Haines, Jr., Director of Employee Relations

UNITED UNIVERSITY PROFESSIONS

John Reilly, President
Thomas Corigliano, VP for Professionals
Anthony D. Wildman, Assoc. Director of Staff

The State University of New York Policies of the Board of Trustees

Article XI APPOINTMENT OF EMPLOYEES

Title A. Procedure

§ 1. *Procedure.* The chief administrative officer of a college, after seeking consultation, may appoint, reappoint, or recommend to the Chancellor for appointment or reappointment, as may be appropriate to the nature of appointment provided for herein, such persons as are, in the chief administrative officer's judgment, best qualified. Such appointments shall be consistent with the operating requirements of the college. For purposes of this Article, the term "consultation" shall mean consideration by the chief administrative officer of a college of recommendations of academic or professional employees, including the committees, if any, of the appropriate department or professional area, and other appropriate sources in connection with appointment or reappointment of a specified employee; provided, however, that nothing contained herein shall prevent the chief administrative officer of a college from taking such actions as he or she may deem necessary to meet notice requirements in the event of nonrenewal of term appointments.

Title C. Permanent Appointment

§ 1. *Definition.*

- (a) A permanent appointment shall be an appointment of a professional employee in a professional title which is eligible for a permanent appointment, which shall continue until a change in such title, resignation, retirement, or termination.
- (b) A professional employee who serves in a professional title listed in Appendix A, B or C, *infra*, of this Article shall not be eligible for permanent appointment and shall not be covered by this Title C during service in such professional title. Such professional employee shall be appointed pursuant to the procedure in Title D of this Article.

§ 2. *Method of Appointment.* The Chancellor, after considering the recommendation of the chief administrative officer of the college concerned, may grant permanent appointment in professional title to such persons who, in the Chancellor's judgment, are best qualified.

§ 3. *Initial Appointment.* A person who is appointed to a professional title in which permanent appointment may be granted, must be granted a temporary appointment for the first year of that person's employment in such title when the appointment is made to a position vacated by a professional employee who is serving a probationary appointment pursuant to Title C, section 5, or Title D, section 6; otherwise the person shall be granted a term appointment, except where a temporary appointment is appropriate. Upon completion of the initial temporary or term appointment, the professional employee may be granted a further appointment in accordance with this Article. Service in a temporary appointment pursuant to this section shall be counted toward the satisfaction of the eligibility requirements for initial permanent appointment.

§ 4. *Eligibility for Initial Permanent Appointment.*

- (a) Except as provided in subdivisions (a) (1), (a) (2) and (b) of this section and in paragraph (b) (2) of section 5 of this Title, at any college further employment, in a professional title in which permanent appointment may be granted, of a professional employee who has completed seven consecutive years of full-time service as a professional employee at that college, the last two years of which have been in that professional title, must be on the basis of permanent appointment; provided, however, that such appointment shall not be effective until made so by the Chancellor.

- (1) Upon completion of three consecutive years of full-time service as a professional employee at that college, the last year of which has been in that professional title, a professional employee in a title eligible for permanent appointment in any of the first four salary ranks may request early consideration for permanent appointment. Such request must be in writing and submitted to the chief administrative officer of the college no later than nine months prior to the date upon which such employee would otherwise receive written notice that a term appointment is not to be renewed upon expiration. In the event the chief administrative officer of the college grants the employee's request for such early consideration, any further employment of that employee after completion of five consecutive years of full-time service as a professional employee at that college, the last two years of which have been in that professional title, must be on the basis of permanent appointment; provided, however, that such appointment shall not be effective until made so by the Chancellor.
 - (2) Upon completion of four consecutive years of full-time service as a professional employee at that college, the last year of which has been in that professional title, a professional employee in a title eligible for permanent appointment in any of the first four salary ranks may request early consideration for permanent appointment. Such request must be in writing and submitted to the chief administrative officer of the college no later than nine months prior to the date upon which such employee would otherwise receive written notice that a term appointment is not to be renewed upon expiration. In the event the chief administrative officer of the college grants the employee's request for such early consideration, any further employment of that employee after completion of six consecutive years of full-time service as a professional employee at that college, the last two years of which have been in that professional title, must be on the basis of permanent appointment; provided, however, that such appointment shall not be effective until made so by the Chancellor.
- (b) Additional Appointments. A professional employee holding a permanent appointment or a term appointment at one college who is appointed to a professional title at another college may be given that appointment for a term not to exceed three years.
- (c) Service Credit.
- (1) In determining eligibility for permanent appointment under this section, satisfactory fulltime prior service in a professional title at any one college of the University may, at the request of the professional employee and in the discretion of the Chancellor, or designee, be credited as service, up to a maximum of three years, at the time of appointment at another college. Waiver of all or part of this service credit shall be granted upon written request of the employee to the chief administrative officer not later than six months after the date of appointment at that college.
 - (2) In computing consecutive years of service for the purpose of appointment or reappointment of professional employees, periods of leave of absence at full salary and periods of full-time service in probationary and temporary appointments granted pursuant to this Title shall be included; periods of leave of absence at partial salary or without salary and periods of part-time service shall not be included but shall not be deemed an interruption of consecutive service for other purposes.

§ 5. *Change in Professional Title.*

- (a) A professional employee holding a term appointment or permanent appointment in professional title who is appointed to a different professional title at the same college, shall be given a probationary appointment in the different professional title.
 - (1) A professional employee holding permanent appointment in professional title who completes a probationary appointment in a different professional title shall be granted a permanent

appointment in the different professional title only and shall not retain the permanent appointment in the former professional title.

- (2) A professional employee who is serving on a term appointment in professional title and completes a probationary appointment in a different professional title shall be granted a new term appointment as appropriate in the new professional title and shall not retain a term appointment in the former professional title. The new term appointment shall be for a duration not less than the unexpired time of the previous term appointment. Service in the probationary appointment shall count toward satisfaction of the eligibility requirements for permanent appointment.
- (b) At any time during the probationary appointment, the appointing authority may require the employee to return to his or her former professional title and such action shall be accomplished as soon as practicable.
- (1) A professional employee holding a permanent appointment in a professional title and serving a probationary appointment in a different professional title who so returns to the employee's former professional title resumes permanent appointment in the former professional title.
 - (2) A professional employee holding a term appointment in a professional title and serving a probationary appointment in a different professional title who so returns to the employee's former professional title shall have service in the probationary appointment counted towards the satisfaction of the eligibility requirements for permanent appointment except as provided herein. Should such employee so return, he or she shall be granted a new term appointment in the employee's former professional title and shall not be eligible for permanent appointment in such former professional title until expiration of that term appointment at the earliest. Notice that a term appointment in this circumstance will be allowed to expire shall be given at the appropriate time prior to the expiration of that new term appointment.
 - (3) Basic annual salary protected. Upon returning to the employee's former professional title pursuant to this section, a professional employee shall receive his or her former basic annual salary and, in addition, any improvements thereof which would have been earned had the employee remained in that professional title.

Title D. Term Appointment

§ 1. *Definition.* Except as provided in Section 6 of this Title, a term appointment shall be an appointment for a specified period of not more than three years which shall automatically expire at the end of that period unless terminated earlier because of resignation, retirement or termination.

§ 2. *Eligibility.*

- (a) A term appointment may be given to any person appointed to or serving in a position designated as being in the Professional Services Negotiating Unit.
- (b) Part-time service.
 - (1) Further employment at any college of an individual who has been employed at that college on a part-time basis for six consecutive semesters in a position designated as being in the Professional Services Negotiating Unit shall be on the basis of a term appointment. In computing consecutive semesters of part-time service for the purposes of appointment or reappointment under this subdivision, periods of leave of absence at partial salary or without salary shall not be included, but shall not be deemed an interruption of otherwise consecutive service. An individual who has been granted term appointment but for whom classroom

enrollment is inadequate shall have no entitlement to salary, benefits, or any other rights or privileges.

- (2) In the event the service of such an individual is interrupted for a period of four consecutive semesters or more, the chief administrative officer of the college may grant the employee any type of appointment as in the chief administrative officer's judgment is appropriate.

§ 3. *Method of Appointment.* All term appointments shall be made by the chief administrative officer of the college and shall be reported to the Chancellor.

§ 4. *Renewal of Term.* Except as provided in this Article, term appointments may be renewed by the chief administrative officer of the college for successive periods of not more than three years each; such renewals shall be reported to the Chancellor. No term appointment, of itself, shall be deemed to create any manner of legal right, interest or expectancy in any other appointment or renewal.

§ 5. *Notice.* In the event a term appointment is not to be renewed upon expiration, the chief administrative officer or the chief administrative officer's representative will notify the appointee in writing not less than:

- (a) Forty-five calendar days prior to the end of a part-time service term appointment;
- (b) Three months prior to the end of a term expiring at the end of an appointee's first year of uninterrupted service within the University, but not later than March 31 for terms ending in June, July or August;
- (c) Six months prior to the end of a term expiring after the completion of one, but not more than two, years of an appointee's uninterrupted service within the University, but not later than December 15 for academic year employees and mentors at Empire State College whose terms end in June, July or August;
- (d) Twelve months prior to the expiration of a term after two or more years of uninterrupted service within the University; and
- (e) Six months prior to the expiration of a term for titles listed in Appendix B(1) and B(2), *infra*.

§ 6. *Other Appointments.*

- (a) Five-year term appointments are appointments which may be granted only to persons who serve in a professional title listed in Appendix A of this Article. Except for their duration, five-year term appointments shall be subject to the same procedures for methods of appointment, renewal and notice of nonrenewal of term appointments in accordance with the provisions of this Title.
- (b) (1) A person whose initial appointment to any college of the University is to a professional title listed in Appendix A of this article must be granted term appointments for the first three years of employment in such title at that college. Upon completion of a total three years of consecutive service on such term appointment basis, further appointment in such title at such college and each appointment renewal thereafter in such title at such college shall be for a five-year term appointment.
 - (2) In the event such person is subsequently appointed to a professional title in which permanent appointment may be granted, that person shall be granted a term appointment in such professional title only and shall not retain the term appointment or the five-year term appointment, as appropriate, in the professional title listed in Appendix A of this Article.

(c) A professional employee holding a permanent appointment or term appointment in a professional title in which permanent appointment may be granted at any one college who is appointed to a professional title listed in Appendix A of this Article at the same college shall be given a probationary appointment in such title listed in Appendix A.

(1) (a) A professional employee holding permanent appointment in professional title who completes a probationary appointment in a professional title listed in Appendix A of this Article, shall be granted a five-year term appointment in the professional title listed in Appendix A of this Article only and shall not retain permanent appointment in the former professional title.

(b) In the event such professional employee is subsequently appointed to the same former professional title held at the college prior to appointment to a professional title listed in Appendix A of this Article, the employee shall resume permanent appointment in such former professional title. If such subsequent appointment is to a professional title different from such former professional title at the college or to a different college, the employee shall be given a term appointment.

(c) In the event the five-year term appointment of such professional employee is not renewed and, on the effective date of such nonrenewal, a vacancy exists in the same former professional title held on the basis of permanent appointment at the college prior to appointment to a professional title listed in Appendix A of this Article, the employee shall resume permanent appointment in such former professional title on the effective date of nonrenewal from the five-year term appointment.

(2) (a) A professional employee holding a term appointment in professional title who completes a probationary appointment in a professional title listed in Appendix A of this Article shall be granted a five-year term appointment in such professional title listed in Appendix A only and shall not retain a term appointment in the former professional title.

(b) In the event such professional employee is subsequently appointed to a professional title in which permanent appointment may be granted, the employee shall be granted a new term appointment in such professional title.

(d) At any time during a probationary appointment given in accordance with this section, the appointing authority may require the professional employee to return to the employee's former professional title at the college and such action shall be accomplished as soon as practicable.

(1) A professional employee holding a permanent appointment in a professional title and serving a probationary appointment in a title listed in Appendix A of this Article who so returns to the employee's former professional title shall resume permanent appointment in the former professional title.

(2) A professional employee holding a term appointment in a professional title in which permanent appointment may be granted and serving a probationary appointment in a title listed in Appendix A of this Article who so returns to his or her former professional title shall be granted a new term appointment in such former professional title and shall not be eligible for permanent appointment in such former professional title until expiration of that term appointment at the earliest. Notice that a term appointment in this circumstance will be allowed to expire shall be given at the appropriate time prior to the expiration of that new term appointment.

(e) Service Credit.

- (1) Employees granted term appointments pursuant to subdivisions b (2), c (1) (b) and c(2) (b) herein may, at the request of the professional employees in the discretion of the Chancellor, or designee, be credited, at the time of such appointments, with all prior continuous University service up to a maximum of four years for purposes of eligibility for permanent appointment. Waiver of all or part of this service credit shall be granted upon request of the employee to the chief administrative officer not later than six months after the date of such appointment.
 - (2) In computing consecutive years of service for the purposes of appointment or reappointment under this section, periods of leave of absence at full salary and periods of full-time service in probationary and temporary appointments granted pursuant to this section shall be included; periods of leave of absence at partial salary or without salary and periods of part-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.
- (f) The Board of Trustees may, from time to time, designate professional titles to be added to or deleted from Appendix A.
- (g) Athletics.
- (1) *Division I Campuses – Athletic Director and Staff.* Full time college year, academic year and calendar year employees in titles in Appendix B(1) of this Article shall be provided a minimum term appointment of one year up to a maximum term appointment of five years. Term appointments for employees in titles in Appendix B(1) of this Article shall be subject to the same procedures for methods of appointment and renewal of term appointments in accordance with this Article except as modified herein. Except in cases of discipline or retrenchment, in the event the University elects to terminate a term appointment before the expiration of the term, the University shall compensate the individual for up to the maximum of the time remaining on the term appointment.
 - (2) *Division I Revenue Producing Sports – Coaching Titles.* Full time college year, academic year and calendar year employees in the titles in Appendix B(2) of this Article, whose coaching and coaching related duties account for 75% or more of their professional obligation, shall be provided a minimum term appointment of one year up to a maximum term appointment of five years. Term appointments for employees in titles in Appendix B(2) of this Article shall be subject to the same procedures for methods of appointment and renewal of term appointments in accordance with this Article except as modified herein. Except in cases of discipline or retrenchment, in the event the University elects to terminate a term appointment before the expiration of the term, the University shall compensate the individual for up to the maximum of the time remaining on the term appointment.
 - (3) *Division I Nonrevenue Producing Sports – Coaching Titles.* Full time college year, academic year and calendar year employees in the titles in Appendix B(3) of this Article, whose coaching and coaching related duties account for 75% or more of their professional obligation, shall be provided a minimum term appointment of one year up to a maximum term appointment of five years. Term appointments for employees in titles in Appendix B(3) of this Article shall be subject to the same procedures for methods of appointment and renewal of term appointments in accordance with this Article except as modified herein. Except in cases of discipline or retrenchment, in the event the University elects to terminate a term appointment before the expiration of the term, the University shall compensate the individual for up to the maximum of the time remaining on the term appointment.
 - (4) *Division II Sports.* Where an institution has declared its intention to move to the Division I level of competition, and as a consequence is participating at the Division II level for the period of time as required by the NCAA rules, the coaches in the affected sports shall be treated for purposes of appointment and renewal pursuant to the rules for Division I coaches, either revenue producing or nonrevenue producing as appropriate to the sport. In the event the

institution does not move to a Division I level of competition within four years, the coaches shall revert to the appointment, renewal and nonrenewal status applicable to Division III competition.

- (5) *Division III Sports*. Full time college year, academic year and calendar year employees in the titles in Appendix B(4) of this Article, whose coaching and coaching-related duties account for 75% or more of their professional obligation, shall, for the first four years of employment in any of the titles in Appendix B(4) of this Article, be provided a minimum term appointment of one year up to a maximum term appointment of three years. Following the fourth year of employment, employees in titles in Appendix B(4) of this Article shall receive a term appointment of three years. Term appointments for employees in titles in Appendix B(4) of this Article shall be subject to the same procedures for methods of appointment and renewal of term appointments in accordance with this Article except as modified herein. Except in cases of discipline or retrenchment, in the event the University elects to terminate a term appointment before the expiration of the term, the University shall compensate the individual for up to the maximum of the time remaining on the term appointment.
- (6) A professional employee holding a permanent appointment or term appointment in a professional title in which permanent appointment may be granted at the same college who is appointed to a professional title listed in Appendix B of this Article at the same college shall not retain permanent appointment nor term appointment in the former professional title.
- (i) In the event a professional employee who held a term appointment in a professional title in which permanent appointment could have been granted is subsequently appointed to a professional title in which permanent appointment may be granted, such employee shall be granted a term appointment in such professional title only and shall not retain the term appointment in the professional title listed in Appendix B of this Article.
- (ii) In the event such professional employee who held a permanent appointment at the time such employee was appointed to a professional title listed in Appendix B of this Article is subsequently appointed to the same former professional title held at the college prior to appointment to a professional title listed in Appendix B of this Article, the employee shall resume permanent appointment in such former professional title. If such subsequent appointment is to a professional title different from such former professional title at the college or to a different college, the employee shall be given a term appointment.
- (iii) In the event the term appointment of such professional employee is not renewed and, on the effective date of such nonrenewal, a vacancy exists in the same former professional title held on the basis of permanent appointment at the college prior to appointment to a professional title listed in Appendix B of this Article, the employee shall resume permanent appointment in such former professional title on the effective date of nonrenewal from the five-year term appointment.
- (7) Service Credit.
- (i) Employees granted term appointments pursuant to subparagraphs (i), (ii) or (iii) of paragraph (6) of subdivision (g) herein may, at the request of the professional employees and in the discretion of the chancellor, or designee, be credited, at the time of such appointments, with all prior continuous university service up to a maximum of four years for purposes of eligibility for permanent appointment. Waiver of all or part of this service credit shall be granted upon request of the employee to the chief administrative officer not later than six months after the date of such appointment.
- (ii) In computing consecutive years of service for the purposes of appointment or reappointment under this section, periods of leave of absence at full salary and periods of

full-time service in probationary and temporary appointments granted pursuant to this section shall be included; periods of leave of absence at partial salary or without salary and periods of part-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.

(8) The board of trustees may, from time to time, designate professional titles to be added to or deleted from Appendix B, *infra*.

(h) Fundraising. Full-time college year and calendar year employees in the titles in Appendix C of this Article, shall, for the first four years of employment in any of the titles in Appendix C of this Article, be provided a minimum term appointment of one year up to a maximum term appointment of three years. Following the fourth year of employment, employees in titles in Appendix C of this Article shall receive a term appointment of three years. Term appointments for employees in titles in Appendix C of this Article shall be subject to the same procedures for methods of appointment and renewal of term appointments in accordance with this Article except as modified herein. Except in cases of discipline or retrenchment, in the event the university elects to terminate a term appointment before the expiration of the term, the university shall compensate the individual for the time remaining on the term appointment.

(1) A professional employee holding a permanent appointment or term appointment in a professional title in which permanent appointment may be granted at the same college who is appointed to a professional title listed in Appendix C of this Article at the same college shall not retain permanent appointment nor term appointment in the former professional title.

(i) In the event a professional employee who held a term appointment in a professional title in which permanent appointment could have been granted is subsequently appointed to a professional title in which permanent appointment may be granted, such employee shall be granted a term appointment in such professional title only and shall not retain the term appointment in the professional title listed in Appendix C of this Article.

(ii) In the event such professional employee who held a permanent appointment at the time such employee was appointed to a professional title listed in Appendix C of this Article is subsequently appointed to the same former professional title held at the college prior to appointment to a professional title listed in Appendix C of this Article, the employee shall resume permanent appointment in such former professional title. If such subsequent appointment is to a professional title different from such former professional title at the college or to a different college, the employee shall be given a term appointment.

(iii) In the event the term appointment of such professional employee is not renewed and, on the effective date of such nonrenewal, a vacancy exists in the same former professional title held on the basis of permanent appointment at the college prior to appointment to a professional title listed in Appendix C of this Article, the employee shall resume permanent appointment in such former professional title on the effective date of nonrenewal from the three-year term appointment.

(2) Service Credit.

(i) Employees granted term appointments pursuant to subparagraphs (i), (ii) or (iii) of paragraph (1) of subdivision (h) herein may, at the request of the professional employees and in the discretion of the chancellor, or designee, be credited, at the time of such appointments, with all prior continuous university service up to a maximum of four years for purposes of eligibility for permanent appointment. Waiver of all or part of this service credit shall be granted upon request of the employee to the chief administrative officer not later than six months after the date of such appointment.

(ii) In computing consecutive years of service for the purposes of appointment or reappointment under this section, periods of leave of absence at full salary and periods of full-time service in probationary and temporary appointments granted pursuant to this section shall be included; periods of leave of absence at partial salary or without salary and periods of part-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.

(3) The board of trustees may, from time to time, designate professional titles to be added to or deleted from Appendix C, *infra*.

§ 7. *Service Not Credited.* As defined in this Article, service in academic rank shall not be credited as eligible service for permanent appointment. As defined in this Article, service in professional title shall not be credited as eligible service for continuing appointment.

Title E. Probationary Appointment

§ 1. *Definition.* A probationary appointment shall be an appointment for a period of one year which must be granted to a professional employee holding a professional title in which permanent appointment may be granted at a college of the University when the employee is appointed to a different professional title in which permanent appointment may be granted at the same college, or when the employee is appointed to a professional title listed in Appendix A of this Article at the same college. A probationary appointment may be terminated at any time in accordance with Title C, section 5, or Title D, section 6.

§ 2. *Method of Appointment.* Probationary appointment shall be made by the chief administrative officer of the college; such appointment shall be reported to the Chancellor.

Title F. Temporary Appointment

§ 1. *Definition.* A temporary appointment shall be an appointment which may be terminated at any time. Temporary appointments ordinarily shall be given only when service is to be part-time, consistent with section 2 of Title D, Article XI, voluntary, or anticipated to be for a period of one year or less, or when an employee's initial appointment in the University is made to a position vacated by a professional employee who is serving a probationary appointment pursuant to Title C, section 5, or Title D, section 6. A temporary appointment is also appropriate whenever a position has been vacated by an employee on approved leave.

§ 2. *Eligibility.* A temporary appointment may be given to any person appointed to or serving in a position designated as being in the Professional Services Negotiating Unit.

§ 3. *Method of Appointment.* Temporary appointments shall be made by the chief administrative officer of the college; such appointments shall be reported to the Chancellor.